Anwar et al v. Fairfield Greenwich Limited et al Doc. 216

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANWAR, *et al.*, Plaintiffs, -against- FAIRFIELD GREENWICH LIMITED, *et al.*, Defendants. This Document Relates To: All Actions	MASTER FILE NO. 09-CV-0118 (VM) WAIVER OF SERVICE OF SUMMONS AND COMPLAINT

TO: Sashi Bach Boruchow, Esq.

I have received your request to waive service of a summons on CITCO FUND SERVICES (BERMUDA) LIMITED in the above- styled action along with a copy of the complaint, two copies of this Waiver form, and a prepaid means of returning one signed copy of the form to you.

On behalf of CITCO FUND SERVICES (BERMUDA) LIMITED, I am authorized to execute this waiver and I agree to save the expense of serving a summons and complaint in this case.

I understand that CITCO FUND SERVICES (BERMUDA) LIMITED will keep all defenses or objections to the lawsuit, the Court's jurisdiction, and the venue of the action, but that CITCO FUND SERVICES (BERMUDA) LIMITED waives any objections to the absence of a summons or of service.

~~I also understand that CITCO FUND SERVICES (BERMUDA) LIMITED must file and serve an answer or a motion under Fed. R. Civ. P. 12 within sixty (60) days from June 30, 2009, the date this request was sent. If CITCO FUND SERVICES (BERMUDA) LIMITED fails to respond, a default~~

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~~judgment may be entered against him.~~ *Superseded by Court Order dated June 9, 2009 [D.E. 168].*

I certify that this request is being sent to you on the date listed below.

Dated: August 17, 2009

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DUTY TO AVOID UNNECESSARY EXPENSE OF SERVING A SUMMONS

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

~~If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Fed. R. Civ. P. 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.~~ *Superseded by Court Order dated June 9, 2009 [D.E. 168]*